

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2013-15

### A RESOLUTION APPROVING ENTRY INTO AMENDMENT NO. 3 TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PAVING SERVICES

**WHEREAS**, the Interlocal Cooperation Act, *Utah Code Ann.* §11-13-101 *et seq.*, provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, effective 1 July 2009, the city of Cottonwood Heights (the “City”) and Salt Lake County (the “County”) entered into an interlocal agreement (the “Agreement”) whereunder the County agreed to provide overlay, chipseal, slurry and other road maintenance services (“Paving Services”) within the City; and

**WHEREAS**, the parties heretofore have amended the Agreement to extend its term until 1 July 2013; and

**WHEREAS**, the County desires to continue to provide Paving Services within the City for the period of 1 July 2013 through 30 June 2014 on the terms and conditions specified in the attached “Amendment and Renewal No. 3--Agreement for Public Works Services--Salt Lake County and City of Cottonwood Heights--General Road Maintenance, Overlay, Chipseal 2013-2014” (the “Third Amendment”); and

**WHEREAS**, the city council (the “Council”) of the City met in regular session on 23 April 2013 to consider, among other things, approving the City’s entry into the Third Amendment; and

**WHEREAS**, the Council has reviewed the form of the Third Amendment, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Third Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

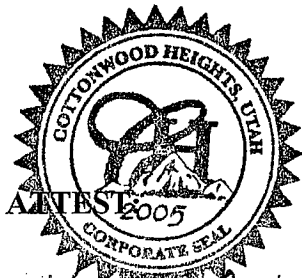
**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Third Amendment as proposed in order to make efficient use of the City’s resources;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Third Amendment with the County is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Third Amendment on behalf of the City.

This Resolution, assigned no. 2013-15, shall take effect immediately upon passage.

PASSED AND APPROVED this 23<sup>rd</sup> day of April 2012.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy  
Linda W. Dunlavy, Recorder

By Kelvin H. Cullimore, Jr.  
Kelvin H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 23<sup>rd</sup> day of April 2013.

RECORDED this 24 day of April 2012.

**AMENDMENT AND RENEWAL NO. 3  
AGREEMENT FOR PUBLIC WORKS SERVICES  
SALT LAKE COUNTY  
AND  
CITY OF COTTONWOOD HEIGHTS**

General Road Maintenance  
Overlay, Chipseal 2013-2014

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
2013, and amends an existing interlocal agreement between SALT LAKE COUNTY (the  
"COUNTY"), a body corporate and politic of the State of Utah; and the CITY OF  
COTTONWOOD HEIGHTS (the "CITY"), a municipal corporation of the State of Utah.

**RECITALS**

- A. The parties entered into an agreement on July 1, 2009, pursuant to the Utah  
Interlocal Cooperation Act, under which the COUNTY would provide certain public works  
services to the CITY (the "SERVICES").
- B. Pursuant to the terms of the original agreement, the parties hereby agree to amend  
and extend that agreement for the period set forth herein and based on the rates and services set  
forth in a revised Exhibit "A," attached hereto.

**AGREEMENT**

1. The nature of the SERVICES provided under this amendment and the charges for  
the SERVICES is set forth in Exhibit "A," which is made a part of and incorporated into this  
amendment by reference, replacing the original Exhibit "A" in the original agreement.
2. The original agreement of the parties is amended to extend the term of SERVICES  
under this amendment through June 30, 2014.

3. The original agreement of the parties is amended to allow for termination (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

4. Except as specifically amended, all of the terms and provisions of the agreement of the parties shall remain in full legal force and effect.

5. The parties acknowledge that this amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage and archive this amendment in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties do execute this amendment on the day and year first above written.

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 5 April 2013

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor or Designee

**CITY OF COTTONWOOD HEIGHTS**

Approved as to legal form:

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Recorder

**Exhibit A  
Cottonwood Heights  
Pavement Maintenance  
July 1, 2013 - June 30, 2014**

<b>Contract item</b>	<b>Amount</b>
Overlay, Chip Seal and Slurry Seal	\$ 633,140
<b>Total:</b>	<b>\$ 633,140</b>

The CITY shall reimburse the County for the total actual cost of the work performed, including labor, equipment, materials, and indirect costs, if any, as outlined in the contract.

Overlay and Chip seal projects include the following:

Edge Milling (Overlay only)

Sweeping one time before and after work

Striping

Traffic Control

Slurry Seal Projects include the following:

Pre-Sweep of the area by the slurry seal contractor.

Traffic Control by the slurry seal contractor.

Post-Sweep of the slurry area to be handled by the city's sweeping contractor.

PW Services Contract Amount	\$ 789,000
Pavement Maintenance Contract Amount	\$ 633,140
Grand Total	\$ 1,422,140